



NOTICE OF SOLICITATION

SERIAL 04219-C

INVITATION FOR BIDS FOR: BARRICADE TRUCK BODY BED (NIGP CODE 06586)

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **JANUARY 18, 2005** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 04219-C INVITATION FOR BIDS FOR BARRICADE TRUCK BODY BED (NIGP CODE 06586)."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED
BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

INQUIRIES:

WALT PRICE
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3454

THERE WILL BE A MANDATORY PRE-BID MEETING AT THE EQUIPMENT SERVICES CONFERENCE ROOM, 3325 W. DURANGO, PHOENIX, AZ 85009, ON JANUARY 6, 2005 AT 10:00 A.M.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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NO RESPONSE

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 04219 -C"

Responses must be received **BY 2:00 P.M., JANUARY 18, 2005**. Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 04219-C

TITLE: BARRICADE TRUCK BODY BED (NIGP CODE 06586)

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO BID:

_____ Insufficient time

_____ Do not handle product/service

_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

SPECIFICATIONS ON INVITATION FOR BID FOR: **BARRICADE TRUCK BODY BED**
(NIGP CODE 06586)

1.0 INTENT:

The intent of this Invitation for Quotation is to establish pricing for the item(s) specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is ONE (1) or more, BARRICADE TRUCK BODY BED, to be installed on #41416, 2000 Ford 550,, (New Cab and Chassis),, County owned Truck. The vendor shall pick the truck up at Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, and deliver unit back to the same address when bed assembly has been installed, as covered by purchase order only.

2.0 TECHNICAL SPECIFICATIONS:

2.1 BODY: *(As specified or pre-approved equal.)*

2.1.1 **Dimensions** - 168" long, 96" wide.

2.1.2 **Material:**

2.1.2.1 Long Members - 10 ga. roll formed "G" sections, 4" high or equal.

2.1.2.2 Cross Members - 12 ga. roll formed "G" sections, 4" high on 21" centers. Gussets every other cross member or equal.

2.1.2.3 Side Rails - 11 ga., end rails 10 ga., 6" deep. Gusseted at corners or equal.

2.1.2.4 Floor - 10 ga. diamond plate steel over 12 ga. "C" section longitudinal stiffeners. Floor shall be welded to stiffeners and stiffeners welded to cross members or equal.

2.2 BULKHEAD:

2.2.1 **Dimensions** - 56" X 96".

2.2.1.1 Framework - Shall be constructed of 1 1/2" X 4" structural channel, with four (4) main uprights. Lower 40" X 96" shall be covered on rearward side with 10 ga. sheet metal, skip welded every 3" to frame. Top 16" X 96" section shall be framework only. The two (2) outside uprights shall extend 22" below topside of bed and be welded to the skirting.

2.2.1.2 Rear View Opening - 12" high, 20" wide, covered with heavy expanded metal shall be provided, positioned to provided clear viewing from rear cab window.

2.2.1.3 Location - Bulkhead shall be positioned directly forward of front bed rail allowing for a full 168" bed length.

- 2.2.14 Arrowboard Mounting Provisions - Top cross member of bulkhead shall be capable of safely supporting a large Arrowboard, two strobe beacon lights, and one flood light without damage to bulkhead. Arrowboard will be furnished by Maricopa County Transportation Department, Traffic Division. Unit shall be installed by bidder in accordance with manufacturer's instructions.

2.3 STORAGE BOXES:

- 2.3.1 **Material** - All boxes shall be constructed of 14 ga. minimum sheet steel.
- 2.3.2 **Top Bed Box** - Shall be 58 ½" high, 56" wide and extend 96 inches across the width of the bed. Doors to be roll up type, installed on the curb and street sides of the box. This box will be used to store signs and will be divided into separate sections. Shall be spaced ¾" apart. Each section shall have top and bottom guides. Guides shall be made with 1/8" X ¾" flat bar and extend from the front of the box to the inside stops. Each section will hold 7 signs. Box shall have a roller bearing style drawer located at the top center, the full width of the box. Shall be approximately 12" high and 24" wide. See drawing for design example.
- 2.3.3 **Under bed boxes** - Shall be installed on both sides, located at the front, flush with each outside edge, doors shall be designed to lift and slide into opening at the top of the boxes, boxes shall be front load design, weather proof automotive type door seals constructed of 14 ga. minimum sheet metal, 56" long, 21" high, 18" deep, full length drip rail, "D" or "T" type three point locking type door latches. Boxes shall be recessed into the skirting making a smooth body exterior. All necessary mounting brackets shall be installed to properly support boxes for heavy loading. See drawing for design example
- 2.3.4 **All** - Storage box doors and jams shall have roll formed or equal edges, making a smooth weather proof joint and preventing unnecessary flexing. All doors shall be keyed alike.

2.4 BARRICADE RACK/RETAINING BAR:

- 2.4.1 **Quantity** - Two (2) racks, three (3) bars.
- 2.4.2 **Dimensions** - 25" high, 29" ID wide, 38" long.
- 2.4.3 **Material** - 2" heavy gauge square tubing.
- 2.4.4 **Location** - One (1) each shall be positioned directly rearward of top bed boxes, flush with outside edge of bed.

- 2.4.5 **Kick-Out Rail** - Constructed of 1" sq. tubing shall be installed on both sides of each rack positioned approximately 8" above bed, running full length of rack.
- 2.4.6 **General Construction** - Racks shall have full penetration welds at all joints, tubing shall be welded directly to boxes at the front. Inside rails on both racks shall have 1/2" holes drilled on the vertical sides every 6" full length of rail. These holes will be used for positioning the retaining bars.
- 2.4.7 **Retaining Bar** - Three (3) bars, one (1) for each rack and one for center section. Bars shall be spring loaded, telescopic design, having necessary strength to hold barricades in place while transporting, bars shall be constructed of round or square tubing, steel bar stock, 7/16" bolts and tension springs or equal materials. Retaining Bars shall be designed with adequate spring tension to keep bar securely in place under a load condition, yet easy for operator to reposition when necessary. See drawing for design example.

2.5 L-BRACKETS:

- 2.5.1 **Quantity** - Four (4).
- 2.5.2 **Material** - 3/8" X 2" flat steel.
- 2.5.3 **Location** - Two (2) each on the two center outside uprights of the street side barricade rack, positioned at 4" and 17" up from topside of bed, 32" width center to center. Top two (2) brackets shall be turned up, lower two (2) down.
- 2.5.4 **Purpose** - Brackets will be used to hang a post driver on and to wrap 1" I.D. air hose on.

2.6 SIGN POST CONTAINER:

- 2.6.1 **Quantity** - (1) One.
- 2.6.2 **Material** - 14 ga. sheet metal.
- 2.6.3 **Dimensions** - 5" high, 75" long, 25" wide.
- 2.6.4 **Doors** - Heavy-duty end load design, hinged at bottom, hasp type latch.
- 2.6.5 **Drains** - Four (4) 1/4" holes shall be drilled, one (1) at each bottom corner of post container.
- 2.6.6 **Location** - Shall be installed under bed between frame rails, extending 5 1/2" rearward from end of bed.

2.7 BOLT BOX:

- 2.7.1 **Quantity** – (1) One.
- 2.7.2 **Material** - 14 ga. sheet metal.
- 2.7.3 **Dimensions** - 4" high, 5 1/2" long, 25" wide, divided into five (5) compartments, four (4) compartments 4" wide and one (1) 9" wide.
- 2.7.4 **Doors** - Weather proof, top load design, hinged at top front, shall lay flat on bed when fully open, hasp type latch.
- 2.7.5 **Location** - Shall be installed at the rear center of bed, flush with top of bed. See drawings.

2.8 CREW BOX:

- 2.8.1 **Quantity** - (1) One
- 2.8.2 **Material** - 14 ga. Sheet metal.
- 2.8.3 **Dimensions** - 19" high, 25" long and 28" wide.
- 2.8.4 **Door** – Weather proof, top load design, hinged at top rear, hasp type latch.
- 2.8.5 **Location** – Mounted in the center of the cone distribution platform, behind and below the bolt box.

2.9 WINDMASTER CABINET:

- 2.9.1 **Quantity** – (2) Two
- 2.9.2 **Material** – 10 ga. Sheet metal.
- 2.9.3 **Dimensions** – 84" high, 42" wide, 24" deep. Open faced on curb and street side, with 1/2" lip on the sides and top. 3" lip on the bottom.
- 2.9.4 **Lock Bars** –
 - 2.9.4.1 **Quantity** – (2) Two
 - 2.9.4.2 **Material** – 3" channel iron, designed to pivot downward and lock into place.
 - 2.9.4.3 **Locations** – Inside the cabinet, 42" above the bottom of the cabinet. One (1) at front and One (1) 12" inside the cabinet.
 - 2.9.4.4 **Drains** - Four (4) 1/4" holes shall be drilled, one (1) at each bottom corner of cabinet container.

2.9.4.5 Location – One on the curb side and one on the street side, positioned back of the rear wheels and in front of the cone distribution platform. Shall be mounted below the deck surface 21” and extend up past the deck approximately 60”.

2.10 GRAB HANDLE:

2.10.1 **Quantity:**

2.10.2 **Handles** - Two (2).

2.10.3 **Material** - 1" steel round stock.

2.10.4 **Dimensions** - 12" long, outset 3".

2.10.5 **Location** - One (1) each shall be installed on each side of the body, welded on the rearward handrail upright See drawings.

2.11 CONE DISTRIBUTION PLATFORM:

2.11.1 **Dimensions** - 32" long, 96" wide.

2.11.2 **Materials** - 1 1/2" X 4" structural channel, #3 grate expanded metal, 1" heavy gauge square tubing, #9 flat expanded metal, 1" round steel bar stock, 1/2" flat steel plate.

2.11.3 **Location** - Rearward end of bed.

2.11.4 **Ground Clearance** - 15"

2.11.5 **Welds** - Full penetrating all joints.

2.11.6 **Frame** - Shall be constructed of 1 1/2" X 4" structural channel, covered with #3 grate expanded metal, raised side up, all contacting surfaces shall have full welds.

2.11.7 **Hand Rails:**

2.11.7.1 Curb Side- 40" high, 24" wide, lower 16" shall be covered with #9 flat expanded metal, rearward side, welded to the frame at bottom rails. 1" sq. tubing cross bar at the top, shall be welded at every joint along each edge of expanded metal, no exceptions.

2.11.7.2 Street Side – 40” high, 24” wide, lower 16” shall be covered with #9 flat expanded metal, rearward side, welded to the frame at bottom rails. 1" sq. tubing cross bar at the top shall be welded at every joint along each edge of expanded metal, no exceptions. Handrail shall extended out 16” at two 45 degrees angles. See drawing.

- 2.11.8 **Seat** – INTERNATIONAL/FARMALL, IH37AS or pre-approved equal. Shall be mounted on the street side, inward handrail on the rear of the cone distribution platform. Shall face forward with seat attached permanently to the distribution deck. Seat shall be approximately 20" from seat to deck.
- 2.11.9 **Cone Support Post** - Four (4), constructed of 1" round steel bar stock, 32" high, shall be installed, two (2) on each side. Two (2) each positioned 23 1/2" in from outside edges, 8 1/4" forward of rear edge, two (2) more 15" directly forward of these. Shall be securely welded to a frame cross member.
- 2.11.10 **Tow Capacity** - Installed platform shall be capable of safely supporting 1200 lb. and towing a 2000 lb. trailer.
- 2.11.11 **Trailer Ball** - Heavy duty 2- 5/16 ", Receiver with pendle hook. A heavy steel plate shall be installed for ball mounting. Plate shall be incorporated into framework, flush with topside of platform. Ball shall be installed on the plate, rear center, 3" forward of rear edge.
- 2.11.12 **Safety Chain Eyes** - Two (2) shall be installed at the rear ball area.
- 2.11.13 **Trailer Plug** - Heavy duty, universal, six (6) conductor type. Shall be installed rear trailer ball area, recessed into rear channel.
- 2.11.14 **License Plate Holder** with light shall be installed, positioned at legal height.
- 2.11.15 **Lights** - All lights shall be major brand, sealed, shock resistant, rubber mount, plug-in design, combination tail, stop and turn signal lights shall be mounted at bed height, on the outward side of each inward handrail upright, these shall have steel enclosure, enclosures shall not extend forward of handrails. Backup lights shall be recessed into rear frame channel, each positioned inward from outside edge 16 1/2". Recessed rear marker lights, five (5) total, three (3) positioned at center and one (1) each positioned close to the outside ends of rear channel. All wiring shall be color coded, run in metal conduit and rubber grommets used any place wiring runs through a metal opening, no wiring shall be exposed. See drawings.
- 2.12 FLOOD LIGHTS:
 - 2.12.1 **Quantity** - Three (3).
 - 2.12.2 **Type** - Warn W620 or equal, 100-watt quartz halogen flood type.

- 2.12.3 **Location** - One (1) shall be installed on the bulkhead, positioned at the center, bottom side of top cross bar. One (1) shall be installed on each side of the top cross box, positioned on top, front, flush with outside edge.

2.13 **WATER JUG/HOLDER:**

- 2.13.1 **Type** - GOTT or pre-approved equal.
- 2.13.2 **Capacity** - Five gallon.
- 2.13.3 **Securement** - Lock type.
- 2.13.4 **Location** - Shall be installed on top of curbside rack at the rear of the top crossover box, flush with outside edge.

2.14 **SKIRTING:**

- 2.14.1 **Material** - 10 ga. sheet metal.
- 2.14.2 **Installation** - Sides and rear, from topside of bed down 22". All weld joints shall be filled and smooth.

2.15 **PAINT:** Manufacturer's standard white.

2.16 **KEYS:** All compartments on the sign body bed shall be keyed alike. Three- (3) sets of keys shall be provided on rings, and be tagged with the County equipment number for identification for each unit.

2.17 **GENERAL:** Unit (s) shall meet all Arizona State and Federal regulation with regard to all systems, no exceptions. Unit shall be free of all sharp corners, edges, metal scale, welding slag and splatter. Shall be primed and painted with two coats of white acrylic enamel to match truck cab. All lights shall have ATO fuse or circuit breaker protection, all electrical wiring shall be run in metal conduit, rubber grommets shall be used any place wiring passes through a metal opening. County owned unit 41416 (Cab and Chassis) shall be picked up a Maricopa County Equipment Services, 3325 W. Durango, Phoenix AZ. and the new barricade body bed installed. Vendor shall dispose of old sign body beds. Completed unit shall be fully functional and ready for full operation when delivered back to Equipment Services. For information on unit please contact Les Glover at 506-4667 or Jim Hutchinson at 506-4677

2.18 **ACCEPTANCE:**

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have SEVEN (7) days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.19 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within normal industry delivery days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.20 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.21 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.22 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.23 WARRANTY:

The minimum warranty period shall be TWELVE (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.24 BRAND NAME:

Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.25 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the products listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of this solicitation.

2.26 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.26.1 Documentation from the manufacturer that the product or model has been discontinued.

2.26.2 Documentation that names the replacement product or model.

2.26.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.26.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

2.26.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.27 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.28 FACTORY AUTHORIZED SERVICE AVAILABILITY

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.29 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if required by the Using Agency.

2.30 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.31 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.32 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one () year period.

3.2 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.2.1 Compliance with specifications

3.2.2 Price

3.2.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.4 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.5 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.6.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.6.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.6.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.6.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.6.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.6.4 Certificates of Insurance.

3.6.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.6.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

LES GLOVER, EQUIPMENT SERVICES, 602-506-4667
(les.glover@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JANUARY 6, 2005 AT 10:00 A.M.. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) extra copy of pricing. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.11 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.11.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.11.2 Pricing pages, MANDATORY (Attachment A)

3.11.3 Agreement page, MANDATORY (Attachment B)

3.11.4 References (Attachment C)

3.11.5 Copies of Catalogs/Pricing Documents (if required)

3.11.6 Literature, Technical and Descriptive, MANDATORY

NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.

ATTACHMENT A

PRICING

SERIAL 04219-C								
PRICING SHEET C251001/B0700148								
NIGP CODE 06586								
BIDDER NAME:								
F.I.D./VENDOR #:								
BIDDER ADDRESS:								
P.O. ADDRESS:								
BIDDER PHONE #:								
BIDDER FAX #:								
COMPANY WEB SITE:								
COMPANY CONTACT (REP):								
E-MAIL ADDRESS (REP):								
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ____ YES ____ NO								
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP								
WHEN PAYING WITH A PROCUREMENT CARD? ____ YES ____ NO								
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO								
PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.								
TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.								
FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.								
BIDDER MUST INITIAL THE SELECTION BELOW.								
NET 10				NET 90				
NET 15				2% 10, NET 30				
NET 20				1% 10, NET 30				
NET 30				2% 30, NET 31				
NET 45				1% 30, NET 31				
NET 60				5% 30, NET 31				
INDICATE ANY M/WBE PARTICIPATION PERCENTAGE HERE: ____ %								
PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:								
____ NEWSPAPER ADVERTISEMENT								
____ MARICOPA COUNTY WEB SITE								
____ PRE-SOLICITATION NOTICE								
____ OTHER (PLEASE SPECIFY)								

ATTACHMENT A

PRICING

PRICING:							
NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.							
ONE (1) or more <u>BARRICADE BODY</u>							
in accordance with attached specifications:				\$	/each		
Manufacturer/Model, Truck:							
Manufacturer/ Model, Barricade Body:							
Delivery (days A.R.O complete unit):							
Warranty, Truck:							
Warranty, Barricade Body: (Min. 1yr. Parts and Labor)							
Cutoff dates for ordering any of the offered items, if any. REQUIRED:							
OPTIONS: Will be used as part of the bid award process.							

ATTACHMENT B

AGREEMENT

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials> AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 FIRM SUBMITTING BID

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process. Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://ebc.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.

Procurement vendors: Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at VendorReg@mail.maricopa.gov.